

RESOLUTION NO. 2021- 64

**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND DANIA PIER MANAGEMENT CORP. TO OPERATE THE CITY’S PIER; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Dania Pier Management Corp., to operate the city’s Pier, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Dania Pier Management Corp.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of February, 2021.

DocuSigned by:
Rez Hardin
502CB780EB3F480...
REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Asceleta Hammond
775D4290316A490...
ASCELETA HAMMOND, CITY CLERK

TAL/jrm
2/9/21
l:reso/2021-112



City of Pompano Beach

LICENSE AGREEMENT

with

Dania Pier Management Corp.

INDEX OF EXHIBITS

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THIS LICENSE AGREEMENT (“Agreement”), entered into on
March 1, 2021, by and between:

CITY OF POMPANO BEACH, a municipal corporation located
in Broward County, Florida (hereinafter “CITY”),

and

DANIA PIER MANAGEMENT CORP., a Florida corporation
located in 7900 8th Street, Vero Beach, FL 32968 (hereinafter
“LICENSEE”).

WHEREAS, the CITY desires to provide LICENSEE to operate the City’s Pier (the
“Property”), collectively the “Program” described in Exhibit A, Scope of Authorization;

WHEREAS, CITY has determined that entering into this Agreement with LICENSEE to
provide Program at the Property is in the best interest of the public; and

WHEREAS, CITY and LICENSEE desire to enter into this Agreement setting forth the
parties’ mutual understandings and undertakings.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises
herein contained, CITY and LICENSEE agree as follows.

ARTICLE 1 REPRESENTATIONS

A. **Representations of CITY.** CITY makes the following representations to
LICENSEE, which CITY acknowledges LICENSEE has relied upon in entering into this
Agreement.

1. This Agreement is a valid, binding and permissible activity within the
power and authority of the CITY and does not violate any CITY Code, Charter provision, rule,
resolution, ordinance, policy or agreement of the CITY or constitute a default of any agreement or
contract to which the CITY is a party.

2. The individuals executing the Agreement on behalf of the CITY are duly
authorized to take such action, which action shall be, and is, binding upon the CITY.

3. LICENSEE shall be entitled to rely upon the accuracy and completeness of
any information supplied by CITY or by others authorized by the CITY’s Recreation Program
Administrator.

B. ***Representations of LICENSEE.*** LICENSEE makes the following representations to CITY, which CITY relies upon in entering into this Agreement.

1. LICENSEE is a duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

2. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause LICENSEE to be in default of any provisions of its governing documents, rules and regulations or any other agreement to which LICENSEE is a party or constitute a default thereunder or cause acceleration of any obligation of LICENSEE thereunder.

3. The individual executing this Agreement and related documents on behalf of LICENSEE is duly authorized to take such action which action shall be, and is, binding on LICENSEE.

4. There are no legal actions, suits or proceedings pending or threatened against or affecting LICENSEE or its principals that LICENSEE is aware of which would have any material effect on LICENSEE's ability to perform its obligations under this Agreement.

5. LICENSEE represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement.

6. CITY shall be entitled to rely upon the professional administrative, management and interpersonal skills of LICENSEE or others authorized by LICENSEE under this Agreement.

7. LICENSEE represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its activities in a professional, reputable manner.

8. LICENSEE agrees to be bound by all terms, conditions, duties, obligations and specifications set forth in this Agreement.

**ARTICLE 2
NON-ASSIGNABILITY AND SUBCONTRACTING**

A. This Agreement is not assignable and LICENSEE agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity without prior written approval from CITY.

B. Any attempt by LICENSEE to assign or transfer any of its rights or obligations under this Agreement without first obtaining CITY's written approval shall result in CITY's immediate cancellation of this Agreement. Specifically, no formal assignment of any right or obligation under this Agreement shall be binding on CITY without the formal written approval of the City Commission of Pompano Beach.

C. This Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of LICENSEE's insolvency or bankruptcy, CITY may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of LICENSEE hereunder shall immediately cease and terminate.

D. Nothing herein shall be construed to create any personal liability on the part of CITY, its agents, officers or employees nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and LICENSEE.

**ARTICLE 3
TERM AND RENEWAL**

The term of this Agreement is for five (5) years and shall commence upon execution by both parties.

In the event City determines the LICENSEE to be in full compliance with this Agreement and LICENSEE's performance to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional one (1) periods of five (5) years upon the written consent of both the City and the LICENSEE, and provided that City will provide notification within sixty (60) days of termination date of its intention.

**ARTICLE 4
INSURANCE**

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit B and shall not commence operations under this Agreement until proof of insurance detailing the terms and provisions of coverage has been received and approved in writing by the CITY's Risk Manager, which approval shall not be unreasonably withheld.

**ARTICLE 5
PUBLIC RECORDS PROCEDURES**

Public Records.

1. The CITY of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The LICENSEE shall comply with Florida's Public Records Law, as amended. Specifically, the LICENSEE shall:

a. Keep and maintain public records required by the CITY in order to perform the service.

b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the LICENSEE does not transfer the records to the CITY.

d. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of the LICENSEE, or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY upon completion of the Agreement, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

2. Failure of the LICENSEE to provide the above described public records to the CITY within a reasonable time may subject LICENSEE to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

ARTICLE 6 RECORDKEEPING, INSPECTION AND AUDIT

LICENSEE shall use such accounting methods and procedures as may be prescribed by CITY, in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in this Article and in Exhibit C.

ARTICLE 7
RESPONSIBILITIES OF LICENSEE

A. LICENSEE shall organize and conduct the Program described in Exhibit A consistent with CITY policies which specifically require that LICENSEE at all times perform its obligations hereunder in a professional manner and also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated.

LICENSEE agrees to follow the policies of the CITY's Recreation Programs Administrator but in the absence thereof, LICENSEE shall exercise reasonable judgment in discharging its duties hereunder. LICENSEE understands and agrees that LICENSEE shall plan, administer, pay for and coordinate all aspects of the Program, including, but not limited to, all required staffing, tools and materials.

B. *LICENSEE's Responsibility for Damage or Loss of CITY Property.* A representative of the CITY and LICENSEE shall inspect and document by photographs the condition of the Property prior to set up and after cleanup of Program. CITY expects the Property to be restored to the same condition which existed prior to set up of the Program.

If the Property or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item located thereon, including the grass or asphalt, shall be destroyed, damaged, marred, altered, or physically changed during the term in any manner whatsoever, then CITY will take the necessary remedial action to cause such repair or replacement to occur and LICENSEE shall pay CITY for any such expenditures within two (2) weeks after receipt of CITY's written invoice for same.

C. *LICENSEE Responsible for all Contracts.* LICENSEE agrees to be solely responsible for all contracts or agreements of any nature for the Program. All contracts shall be negotiated by LICENSEE and secured at LICENSEE's sole expense. CITY shall not be named as a party in any contract and CITY shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with the Program.

D. *Required Licenses, Permits and Authorizations.* LICENSEE, at its sole expense, shall obtain all required federal, state, local and other governmental approvals, as well as all necessary private authorizations and permits required attendant to LICENSEE's performance hereunder and provide CITY a copy of same a minimum of three (3) business days prior to set up of the Program on the Property. Ignorance on LICENSEE's part of any applicable laws, regulations or required authorizations shall not relieve LICENSEE from this responsibility.

LICENSEE represents and warrants that prior to the start of the Program, LICENSEE shall have secured all necessary licenses for conducting the Program. LICENSEE shall be responsible for any fees or dues for said licenses, and shall ensure that all payments are made directly and appropriately to the licensing organizations. CITY shall have no responsibilities to any licensing organization for the conduct of the Program.

If applicable LICENSEE shall provide sanitary and food facilities in accordance with applicable laws and regulations of the Florida Department of Environmental Protection and the Broward County Health Department. If LICENSEE is unable to obtain all necessary licenses, permits or other authorizations in a timely manner, either party may elect to terminate this Agreement and CITY shall be reimbursed for any in-kind services it has incurred to date.

E. *Compliance With all Laws.* In the conduct of its activities under this License Agreement, LICENSEE shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act. Ignorance on LICENSEE's part of any applicable laws and regulations shall in no way relieve LICENSEE from this responsibility.

F. *Emergency Access.* LICENSEE agrees to provide any and all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the activities. If, in the course of LICENSEE's operations, CITY or its officers, agents and employees become aware of any condition on the Property which may be dangerous, upon being notified, LICENSEE shall immediately correct such condition or cease operations so as not to endanger persons or property.

G. LICENSEE, its subcontractors, vendor and other agents shall be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against their provision of goods and services under this Agreement. Proof of such sales tax payments shall be submitted to the CITY's Recreation Program Administrator upon request.

H. LICENSEE is responsible for hiring and managing its own staff, subcontractor and other agents, all of which shall be a minimum of eighteen (18) years old, under LICENSEE's exclusive direction and control and not deemed agents or employees of the CITY. At its sole discretion, and upon request by LICENSEE, the CITY reserves the right to approve LICENSEE's hiring of staff under eighteen (18) years old. LICENSEE shall be responsible for any and all work authorization(s) for its staff under eighteen (18).

I. LICENSEE shall be solely responsible for compensating its employees, representative and other agents and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons, including, but not limited to, provision of workers' compensation insurance and any other benefits required by law.

J. LICENSEE shall be responsible to ensure that all its employees, staff or other agents are suitable for employment in a municipal facility in terms of general character, knowledge, ability, manner and conduct.

K. LICENSEE shall maintain, and be required to verify, that it operates a "Drug Free Workplace" as set forth in § 287.087, Florida Statutes.

L. LICENSEE shall utilize the Property exclusively for the activities described herein. In addition, LICENSEE shall not allow any part thereof to be used for any immoral or illegal purposes, nor allow, suffer or permit the Property to be used for any unlawful purpose, business, activity, use or function to which the CITY objects, including gambling.

M. LICENSEE shall immediately inform the CITY's Recreation Program Administrator of any repairs or maintenance necessary to keep the PROPERTY in good and safe condition.

N. LICENSEE shall promptly respond to concerns raised by Program patrons and the CITY's agents hereunder and timely take appropriate action as warranted by the circumstances.

O. LICENSEE is responsible for any fees, taxes or levies imposed as a result of this Agreement.

P. LICENSEE shall verify that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

Q. LICENSEE shall provide sufficient background information and releases to CITY should CITY, in its sole discretion and at its sole cost, desire to perform a background check on any employee or other agent of LICENSEE hereunder. CITY, in its sole discretion, reserves the right to refuse to permit any employee or agent of LICENSEE, or any of its employees, volunteers, or other agents to provide services under this Agreement. LICENSEE's failure to comply with the obligations of this paragraph shall be deemed a material breach of this Agreement.

ARTICLE 8 RESPONSIBILITIES OF CITY

CITY is responsible to maintain the Property and surrounding outdoor areas, including the building systems (E.g. plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.) and general maintenance (E.g. shrubbery and lawn care, garbage pickup, etc.); however, the foregoing provisions are in no way intended to absolve LICENSEE from the responsibilities set forth in Article 7.

**ARTICLE 9
MISCELLANEOUS TERMS AND CONDITIONS**

A. *Articles Left on Premises.* LICENSEE understands and agrees that the CITY shall not in any way be responsible for any personal property of patrons of the Program or LICENSEE, its sub-contractors or other agents left on the Property and that LICENSEE bears any and all risk of loss. Any article(s) remaining on the Property at the conclusion of the Program shall become the property of the CITY.

B. *CITY's Right to Make Improvements, Modify the Property and the Number and Manner of Streets Closures.* Throughout the term of this license and notwithstanding any other term or condition herein, CITY retains the right, in its sole discretion, to modify and reconfigure the Property, including, but not limited to, attendant green and open space areas and the public right-of-way. Specifically, both parties agree that the public right-of-way and open and green space areas may be temporarily or permanently relocated, reconfigured, modified or closed at CITY's sole discretion. LICENSEE agrees to make adjustment to any such changes implemented by CITY.

C. *Incorporation by Reference.* All Whereas clauses stated above are true and correct and are incorporated herein by reference. The Exhibits attached hereto are also incorporated into and made a part of this Agreement.

**ARTICLE 10
INDEMNIFICATION OF CITY**

A. LICENSEE shall at all times indemnify, hold harmless and defend the CITY its officials, its authorized agents and employees hereunder from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising directly, indirectly or in connection with this agreement and with LICENSEE's officers, staff or other agents' actions, negligence or misconduct under this Agreement whether same occurs or the cause arises on or away from the Property except that LICENSEE shall not be liable under this Article for damages arising out of injury or damage to persons or Property arising from the negligence, gross negligence or willful misconduct of the CITY, any of its officers, agents or employees. LICENSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by LICENSEE for any causes of action LICENSEE has or may have for breaches or defaults by the CITY under this Agreement.

B. The parties agree that the value of services provided by CITY under this Agreement and the benefits received by LICENSEE under same shall constitute specific consideration by LICENSEE for the indemnification to be provided herein. LICENSEE acknowledges and agrees that neither party would enter into this Agreement without this indemnification of CITY by LICENSEE. (The parties agree that one percent (1%) of the total compensation paid to LICENSEE for the work of the Agreement shall constitute specific consideration to LICENSEE for the indemnification to be provided under the Agreement).

C. LICENSEE shall be solely responsible for insuring all stock, inventory, monies or other personal Property at the Property against damage or loss of any nature or kind. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any personal property placed at the Property and, with the exception of damages or loss suffered as a result of CITY's negligence, CITY is hereby expressly released and forever discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of LICENSEE's presence and occupancy at the Property.

D. The indemnification provisions of this Article shall survive the expiration or early termination of this Agreement.

**ARTICLE 11
INDEPENDENT CONTRACTOR**

Both CITY and LICENSEE agree that LICENSEE is an independent contractor and not a CITY employee. CITY shall not be liable for any wages, salaries, debts, liabilities or other obligations for LICENSEE's employees, agents or other representatives performing obligations of LICENSEE hereunder. Except as otherwise provided hereunder, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

**ARTICLE 12
NO DISCRIMINATION**

During the performance of this Agreement, LICENSEE agrees not to discriminate against any person on the basis of race, color, religion, sex, age, national origin, ancestry, marital status, physical or mental disability. However, with justifiable cause, LICENSEE maintains the right to refuse patrons or its agents hereunder from participation in the Program.

**ARTICLE 13
PUBLIC ENTITY CRIMES ACT**

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, LICENSEE certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

**ARTICLE 14
NOTICES AND DEMANDS**

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:

CITY Manager
P.O. Drawer 1300
Pompano Beach, Florida 33061
greg.harrison@copbfl.com
(954) 786-4601 office
(954) 786-4504 fax

With a copy to:

Recreation Program Administrator
1801 NE 6th Street
Pompano Beach, Florida 33060
mark.beaudreau@copbfl.com
(954) 786-4191 office
(954) 786-4113 fax

FOR LICENSEE:

Dania Pier Management Corp.
Addr 7900 8TH Street
City Vero Beach, 32968
Email tjsequip100@gmail.com
Ph 954-868-6761

**ARTICLE 15
GOVERNING LAW AND VENUE**

A. The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and LICENSEE submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

**ARTICLE 16
CONTRACT ADMINISTRATOR**

A. The CITY's Recreation Program Administrator or his written designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement.

B. Tom Zannucci shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 17
NO CONTINGENT FEE**

LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift,

or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of LICENSEE's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 18
ATTORNEY'S FEES**

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs. The provisions of this paragraph shall survive termination of this Agreement.

**ARTICLE 19
FORCE MAJEURE**

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

Licensee must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

The parties, by mutual agreement, may reschedule the performance of the event to a later date pursuant to the terms of this agreement.

**ARTICLE 20
WAIVER AND MODIFICATION**

A. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

B. CITY and LICENSEE may request changes to modify certain provisions of this Agreement, including increasing or decreasing the scope of services to be provided. However, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

**ARTICLE 21
SEVERABILITY**

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

**ARTICLE 22
APPROVALS**

Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

**ARTICLE 23
ABSENCE OF CONFLICTS OF INTEREST**

Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

**ARTICLE 24
BINDING EFFECT**

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

**ARTICLE 25
LICENSE NOT LEASE**

Both parties acknowledge and agree this Agreement shall not be deemed a lease of the Property but rather a license granted to LICENSEE by CITY to provide the Program activities, including the sale of attendant food, beverages and merchandise, under the conditions and purposes expressed herein and shall not be construed to be a license to engage in any other business upon the licensed premises. LICENSEE understands and agrees that it takes the Property in "as is" condition.

ARTICLE 26 TERMINATION

A. *Termination for Cause.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 14 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same.

B. *Termination for Convenience of City.* Upon thirty (30) calendar days written notice in accordance with Article 14 herein delivered by certified mail, return receipt requested, to LICENSEE, CITY may without cause and without prejudice to any other right or remedy, terminate this Agreement for convenience whenever it determines that such termination is in the best interest of the CITY. If the Agreement is terminated for the CITY's convenience, the notice of termination to LICENSEE shall state so and also define the extent of the termination. Upon receipt of such notice, LICENSEE shall use commercially reasonable efforts to discontinue all services hereunder to the extent indicated on the notice of termination and CITY shall not be responsible for any costs LICENSEE incurs as a result of said termination for convenience.

C. *Termination for Safety.* CITY may terminate this event upon the occurrence of any riot, violent disturbance or similar conduct stemming from this event which threatens the immediate health or safety of the public.

D. *Dispute Resolution.* If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference. In case of a failure to cure a breach or default, the defaulting party may appeal in writing to the CITY Manager for the CITY in accordance with this Article.

Upon receipt of said written appeal or demand, the CITY Manager for the CITY may request additional information relating to the dispute from either or both parties, which shall be provided within a reasonable time. Upon the CITY Manager's receipt and timely review of the disputed matter, the CITY Manager may make a decision regarding the alleged default, as he/she deems appropriate under the circumstances. If the CITY Manager's decision is not implemented within the deadline set forth therein, the forty-five (45) day advance written notice provision set forth in Article 14 herein shall not apply and it shall be lawful for either party to immediately terminate this Agreement in addition to any other remedies provided by law.

The default and dispute resolution process described in this Article is non-exclusive and without prejudice to the right of either party to pursue other remedies available at law.

**ARTICLE 27
NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

**ARTICLE 28
CITY'S RIGHT TO AUTHORIZE USE OF THE CITY PROPERTY**

The CITY, through its Recreation Programs Administrator, reserves the right to authorize use of the CITY Property for special group and /or City functions upon reasonable written notice to LICENSEE.

**ARTICLE 29
COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

**ARTICLE 30
NON-EXCLUSIVE LICENSE**

Licensee acknowledges and agrees that it is not acquiring any rights other than the non-exclusive right to use the Facility in accordance with the terms of this Agreement.

**ARTICLE 31
ENTIRE AGREEMENT AND INTERPRETATION**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

DocuSigned by:
Asceleta Hammond
775D4290316A490...
ASCELETA HAMMOND, CITY CLERK

CITY OF POMPANO BEACH

DocuSigned by:
Rex Hardin
502CB780EB3F480...
By: _____
REX HARDIN, MAYOR

DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...
By: _____
GREGORY P. HARRISON, CITY MANAGER

(SEAL)

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
B4DD5E1CDA804A1...
MARK E. BERMAN, CITY ATTORNEY



"LICENSEE"

Witnesses:

Dania Pier Management, Corp.

Anne Hollady

Print Name: Anne Hollady

[Signature]

Print Name: Kate Pelletier

By: [Signature]

Thomas Zannucci, President

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 9 day of February, 2021 by Thomas Zannucci as the President of Dania Pier Management, Corp. who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF

Shanquanette Walker
(Name of Acknowledger Typed, Printed or Stamped)

GG 922259
Commission Number

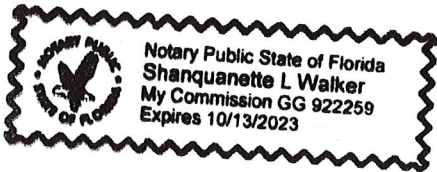


Exhibit A
Scope of Authorization

A. Introduction/Background

The City of Pompano Beach’s Fishing Pier is located at 222 North Pompano Beach Boulevard, Pompano Beach, FL 33060. The new construction was created with a wider and higher pier to include pedestrian lighting, shade structures, fishing stations and a bait and tackle shop (Property). Pompano Beach’s pier is one of four piers located in Broward County. It is anticipated that the facility will often be filled, particularly on weekends and holidays with fisherman and sightseers.

Dania Pier Management Corporation (Licensee) currently operates the City of Jacksonville Beach’s fishing pier operations, including a bait and tackle shop and has knowledge and experience in the marine industry, including the legal requirements that are involved in this specific type of operation.



Pompano Beach Fishing Pier – Aerial View

B. Objectives

The City of Pompano Beach (City) requires a sole provider to operate and maintain the Property located on the Fishing Pier in an effort to create a fun, safe, friendly and clean environment for families, fishermen and sightseers.

Exhibit A
Scope of Authorization

C. Scope of Work

Licensee shall provide at a minimum the following services:

1. Manage the day to day operations of the Shop during the hours of operation listed here: Monday – Sunday 6am – 11pm. The Shop will remain open every day of the year during set hours. Hours may be modified upon mutual agreement between Licensee and City.
2. Operate the Shop and provide services in a manner comparable to a first class facility that meets the sightseers and fishing patrons' needs; provide for resale items such as frozen bait, fishing gear, tackle, artificial lures, bottled water, snacks etc. The City shall have sole discretion in determining what related services may be provided. All items to be sold must be submitted in writing and approved by the Recreation Programs Administrator or designee prior to the sale of such. Additional items for sale must be requested in writing and approved by the Recreation Programs Administrator.
3. Responsible for all equipment inside the Shop and their maintenance, including internet service, refrigerators, freezers and security camera system.
4. Collect entrance fees for admission onto the pier and provide paid fishing and sightseeing customers with a receipt. For annual sightseeing and fishing memberships, Licensee shall be required to verify Pompano Beach residency by asking for a document, such as a driver's license or equivalent document stating the resident's address. Fee schedule is listed below:

Sightseeing Daily Pass	\$2.00 per person
Sightseeing Daily Pass: Children 10 and under, Veterans and active duty military with proof of service	Free
Annual Sightseeing Pass	Pompano Beach Residents \$20.00 per household up to ten persons
Fishing Daily Pass	\$6.00 per person
Annual Fishing Pass	Resident \$547.50 Non-Resident \$1,095.00
Semiannual Fishing Pass	Resident \$273.75 Non-Resident \$547.50

5. Operate the Shop only provided by the City; trailers/trucks will not be permitted.
6. Post prohibited acts signage clearly and enforce all prohibited activities and limitations on the Pier. Those prohibited activities and limitations will be provided by the City.

Exhibit A
Scope of Authorization

City will provide the following services:

1. Establish pier entrance fees. The City may modify fees as it relates to annual membership passes for fishermen and sightseers.
2. Repairs as required for the Operation of the Property. City retains the right to enter the Property at reasonable times for the purpose of inspecting the Property and making such repairs.
3. Emergency contact list for Licensee for during and off-hour operations.
4. Maintain annual Fishing License and post in a prominent location that is visible to the public.
5. Water and electricity to the facility.
6. City will handle pressure cleaning of the pier.
7. City will provide parking passes for Owner and employees during operating hours.

D. Summary Schedule of Tasks and Deliverables

Management –

1. Licensee shall have one manager to oversee staffing and operations of Property, who will be the direct point of contact for the City.
2. Property manager will address all health and safety concerns promptly.
3. Licensee shall ensure that the Property is sufficiently staffed at all times with qualified personnel in order to handle patron demand and provide exceptional customer service.
4. Licensee shall ensure employees are easily identifiable as staff and are appropriately dressed for working in the Property.
5. Provide an operation that will be safe, customer oriented with prompt service, complaint resolution, and effective employee performance and training.
6. Licensee shall have their policies, including but not limited to refunds, clearly posted for patrons to view. Licensee shall provide a copy of said policies to the City's Contract Administrator prior to starting operations.

Permitting –

1. Licensee shall meet all Health Department regulations, other applicable laws and regulations, and be solely responsible for any payments and permits relating to.
2. Licensee shall meet all Department of Environmental Protection regulations, other applicable laws and regulations and be solely responsible for any payments and permits relating to.
3. Manage, operate and maintain of facility and provide services in accordance with legal requirements and safety practices required for the safe operations
4. Shall comply with the requirements of all applicable Federal, State, and Local laws and regulations, as appropriate, including, but not limited to, ADA compliance, health,

Exhibit A
Scope of Authorization

minimum wage, social security, unemployment insurance, worker's compensation and equal employment guidelines.

Merchandise –

1. Menu items and prices will be approved by City prior to sale. Agreed upon menu and prices shall remain posted at Shop in plain view of patrons standing and waiting for service. Approved pricing and food quality brand names shall reflect current market rates. All posted material shall be clear and printed, not in written format. Licensee shall request approval from City. The City will provide Licensee with designee contact information upon execution of the contract required to the property.
2. Provide an attractive display and storage of merchandise. All signage and displays shall need prior approval by the City.
3. Licensee shall provide signage to be approved by the City prior to installation. Any permit fees required will be at the Licensee's expense.
4. Only non-glass items shall be used for beverages and food. Plastic straws and Styrofoam products are prohibited.

Reporting/Cash Handling -

1. Licensee shall collect all monies from entrance fees, passes and sales of Shop's purchases and remit one (\$1) dollar of the sightseeing daily entry fees back to the City on a monthly basis. A monthly report of all gross revenue and sales shall be submitted along with payment on a monthly basis. Licensee has until the 15th of the following month to submit report.
2. Licensee shall have reporting metering system to report actual admissions quantity and inventory sold (see Exhibit C Recordkeeping, Inspection and Audit Procedures). The City reserves the right randomly audit records for verification of sales figures.
3. All instances of damage, theft and/or vandalism shall be reported to City within twenty – four (24) hours of the incident. The City shall not be responsible for any damages, theft or disappearance from break-in, burglary, or power failure due to hurricane, electrical storm or any act of God. The Licensee shall be responsible for all counterfeit monies and cash shortages. Licensee shall bear any losses sustained due to theft of monies, products and/or damage to its equipment.
4. Licensee shall submit its refund policy in writing to the City within three (3) months of beginning of operation. Licensee shall have a refund website/email address and/or phone number posted where patrons can request a refund rather than contacting City staff.

Maintenance –

1. Licensee shall accept the Shop as is. The City may, at its sole discretion, make improvements, and/or upgrade equipment. Licensee shall not make any improvements, additions or repairs to shop without prior written approval from the City. All modifications must be ADA compliant to receive approval from the City.

Exhibit A
Scope of Authorization

2. Licensee shall clean/maintain the Shop daily with approved products by City to present a visibly appealing environment to patrons.
3. Licensee shall notify City of any maintenance/repairs and garbage/waste issues of Shop and surrounding areas.
4. Licensee is to dispose of all garbage and waste each evening in the designated on-site trash receptacles. Receptacles to be provided by the City. No garbage may be stored during business hours within sight of the public. City will dispose of trash from marked receptacles on a daily basis.
5. Licensee shall prepare a plan for other contingencies, such as hurricane evacuation, etc. and submit plan to City for approval prior to start of Shop operation.

Compensation –

1. Licensee will collect all entry fees (both fishing and sightseeing), membership passes and bait shop sales.
2. Licensee shall be responsible for payment of all Florida sales tax for all revenue collected, including but not limited to bait shop sales, all membership pass sales and sightseeing and fishing daily entry fees by Licensee.
3. Licensee shall remit one (\$1.00) dollar per sightseeing daily entry fee paid to City on a monthly basis.
4. A monthly report, by Licensee, of gross sales will be due along with payment. Monthly report will also show detailed itemized revenue for pier entry fees, membership passes, and bait shop sales. Further detailed instruction is listed in Exhibit C (Recordkeeping, Inspection and Audit Procedures).
5. City shall pay, if necessary, the sum required to comply with the City's Submerged Land Lease with the Department of Environmental Protection of the State of Florida for the first year of this agreement.

The above rates shall remain, unless the sightseeing and fishing entry attendance drops significantly beyond what the Contractor can sustain or significant increases to the Contractor's cost, including but not limited to, sudden increases to the Federal or State minimum wage rates occur. In such an instance Contractor may request an amendment to the compensation to the City, and if no agreement is reached may terminate the agreement by giving the City a ninety (90) day notice.

EXHIBIT B

INSURANCE REQUIREMENTS

LICENSEE shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

LICENSEE is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by LICENSEE, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by LICENSEE under this Agreement.

Throughout the term of this Agreement, LICENSEE and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. LICENSEE further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from LICENSEE's negligent acts or omissions in connection with LICENSEE's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum 1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

- XX comprehensive form bodily injury and property damage
- XX premises - operations bodily injury and property damage
- ___ explosion & collapse hazard
- ___ underground hazard
- XX products/completed operations hazard bodily injury and property damage combined
- XX contractual insurance bodily injury and property damage combined
- XX broad form property damage bodily injury and property damage combined
- XX independent LICENSEEs personal injury
- XX personal injury

___ sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

___ liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$3,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- comprehensive form
- owned
- hired
- non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

___ other than umbrella bodily injury and property damage combined \$2,000,000 \$2,000,000

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, LICENSEE agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, LICENSEE and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the LICENSEE, the LICENSEE shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. LICENSEE hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then LICENSEE shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should LICENSEE enter into such an agreement on a pre-loss basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Betty Eitmeier	
MURRAY INSURANCE AGENCY dba insured.zone		PHONE (A/C, No, Ext): 772 337 1250	FAX (A/C, No):
1914 SE PT ST LUCIE BLVD		E-MAIL ADDRESS: betty@insured.zone	
PORT ST LUCIE FL 34952		INSURER(S) AFFORDING COVERAGE	
		INSURER A: NAUTILUS INS CO	NAIC # 17370
		INSURER B: AmTrust Insurance Company	15954
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	NN1124763	05/18/2020	05/18/2021	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 1,000,000. PRODUCTS - COMP/OP AGG \$ 1,000,000. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	AWC1156649	09/26/2020	09/26/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000. E.L. DISEASE - EA EMPLOYEE \$ 100,000. E.L. DISEASE - POLICY LIMIT \$ 500,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CITY OF POMPANO BEACH SHOWN AS ADDITIONAL INSURED AS CITY'S INTEREST MAY APPEAR, ON GENERAL LIABILITY INSURANCE ONLY, RELATIVE TO CLAIMS WHICH ARISE FROM LICENSEE'S NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH LICENSEE'S PERFORMANCE UNDER THIS AGREEMENT.

APPROVED
Danielle Thorpe
 By Danielle Thorpe at 10:04 pm, Feb 08, 2021

CERTIFICATE HOLDER CANCELLATION

CITY OF POMPANO BEACH 100 W ATLANTIC BLVD POMPANO BEACH FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE BETTY EITMEIER
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Betty Eitneier

To: city of pompano
Subject: Dania Pier Management

Please be advised that workers' comp policy was rewritten effective 9/24/20 as previous policy was confused with new location. Sorry for the error.

Thank you

Betty Eitneier Murray Insurance Agency

Exhibit C
Recordkeeping, Inspection and Audit Procedures
City of Pompano Beach Fishing Pier
Pier Bait & Tackle License Agreement

RECORDKEEPING, RECORDS RETENTION AND AUDIT ACCESS

1. LICENSEE shall keep full and complete daily records of concession gross sales and expenses resulting from all related services authorized in this agreement.
2. LICENSEE shall install and maintain a system for keeping such records of (including but not limited to) all revenue, sales, including entrance fees, memberships, passes (fees) and all related services as may be reasonably required by the City in accordance with generally accepted accounting principles.
3. LICENSEE shall purchase and maintain at its cost an integrated inventory system for recording merchandise bought and sold, which shall include a point of sale system (POS), revenue cash register/system with integrated updating capabilities. Integrated capabilities for inventory and point of sale revenue systems shall be defined as having the capability for the following:
 - a) Each unit of merchandise sold in the point of sales revenue system shall be on a real time update basis or on a batch update basis correspondingly updating the inventory system and available units for sale in inventory and point of sale revenue systems.
 - b) Each unit of merchandise ordered in the inventory system shall be on a real time update basis, or on a batch update basis correspondingly updating the available units for sale in inventory and point of sale revenue systems.
 - c) Detailed and summary reports for the inventory and point of sale revenue system will be run separately for each individual location(s) as detailed in this agreement on a monthly basis. Monthly inventory and point of sale revenue reports shall be run for each location(s) separately, and shall not be combined or data intermixed.
 - d) Each entrance fee, membership or pass (fees) shall be recorded as a point of sale in the sales revenue system and be on a real time update or on a batch update basis correspondingly updating the total counts for entrance fees paid and point of sale revenue for the entrance fee.
 - e) The batch update process shall be done on a daily basis at the close of business day for each location(s) for units of inventory received during the business day before running the end of business day inventory and point of sale revenue reports.
 - f) The daily detailed point of sale revenue reports for each business day shall record the number of units of merchandise or entrance fees sold for each item, sales price per unit, extended sales amounts, and sales tax collected, with a total summary number for units of merchandise inventory items or entrance fees sold and the final total dollar amount of all daily sales (and showing date, type and dollar amount). The daily sales revenue amounts should roll up into the monthly revenue report.
 - g) Cash register must have the capability to accept credit/debit cards, cash and coin for payment of entrance fee or merchandise sold.
4. LICENSEE shall timely pay the amount due City, as outlined in Agreement on the fifteenth (15th) of the following month, and provide to the City's Recreation Program Administrator or her/his designee, all of the

monthly summary reports for the integrated merchandise inventory and point of sale revenue systems, including point of sale revenue for entrance fees supporting the amounts paid by patrons.

End of the month merchandise inventory balance shall be reconciled with the sales amount; for example, the month end inventory balance should equal the beginning month inventory, plus inventory received, less inventory sold. Any differences should be accounted for and explained in detail.

The City's Recreation Program administrator or his designee will timely review the summary monthly reports of integrated merchandise inventory and point of sale revenue system including point of sale revenue for entrance fee. The review shall include agreeing the amount of the inventory sold for the month, with the sales revenue reported.

The City, City Internal Auditor and any party or parties designated by City or all of them shall, at reasonable times during normal business hours have the right to inspect, audit and examine all books, papers, and accounting records (including, but not limited to), reports, cash register tapes, ledgers, journals, bank statements, state sales tax, timesheets, work schedules, etc. of LICENSEE relating to (including but not limited to) all sales revenue, entrance fees and related services pertinent to this agreement. The failure of LICENSEE to produce any of the records described herein following a request by City agents or City Internal Auditor shall be deemed a material breach and City may terminate this agreement pursuant to the terms specified in the agreement. LICENSEE agrees to keep all such books, papers, and records at the COPB Pier Bait & Tackle shop or at some mutually agreed upon local place. In addition, the City and its designee shall have the right to review LICENSEE'S system of internal controls relating to (including, but not limited to) sales, revenue, bait and tackle services and to suggest needed changes.

Each dealer defined in Chapter 212, Florida Statutes, each licensed wholesaler, and any other person subject to the tax imposed by Chapter 212, Florida Statute, shall keep and preserve, for a period of five years a complete record of all transactions, together with invoices, bills of lading, gross receipts from sales, resale certificates, consumer exemption certificates and other pertinent records and papers as may be required by the Department of Revenue for the reasonable administration of Chapter 212, Florida Statute, and such books of account as may be necessary to determine the amount of tax due thereunder. All such books, invoices, and other records shall be open for inspection by the Department of Revenue or City representatives at all reasonable hours at the dealer's store, sales office, warehouse or place of business located in this state. Any dealer who maintains such books and records at a point outside this state shall make such books and records available for inspection by the Department of Revenue or City representatives at City Hall. Thus, the City requires LICENSEE to retain for a period of five years at a minimum: sales journals, general ledgers, disbursement journals, invoices, bank statements, sales and use tax returns, federal income tax returns, payroll ledgers, daily detail transaction register tape and daily final summary reports of cash register activity.

5. LICENSEE shall promptly disburse all taxes required by Federal, State, and local authorities and shall pay any applicable taxes relating to sales and operations. Sales tax computed and collected must ensure compliance with all state sales tax provisions currently in force or as may be amended from time to time. Noncompliance with state sales tax regulations, will subject LICENSEE to potential penalties.

6. LICENSEE shall be responsible for retaining invoices for the purchased merchandise. Invoices for merchandise shall be specific for the location(s) with adequate detailed item dates, quantity and description to document detailed inventory activity for merchandise sales and inventory modules including the percentage mark-up for inventory.

Detailed and separate delivery tickets or any transfer inventory tickets are required for each location(s) for items to document beginning inventory, additions to and subtractions from inventory due to sales, or subtractions due to transfers from one location to another location, or subtractions due to documented physical counts for each location(s).

Monthly reports to City will provide detailed and summary reports of all revenue including "fees" collected,

gross sales and inventory for items sold. Gross sales are defined as the grand total of all sale transactions (amounts collected) without any deductions. Gross sales calculated shall include sales tax collected. Gross sales calculated shall “not” be reduced to include the deducted amount and remitted (expensed out) to the appropriate jurisdictions.

7. LICENSEE shall provide an annual revenue report, for the end of the annual year. The revenue report will be due to City on the fifteenth (15th) of the following month at end of annual year, and it shall contain similar information as presented in the previous monthly revenue reports.

8. LICENSEE shall maintain a separate bank account for the agreement/contract. Bank deposits will be made intact for all gross sales and the daily sales revenue will not be reduced (netted) for payments for vendor supplies, or inventory merchandise for C.O.D., deliveries.

End of year inventory will be documented and scheduled annually each year on the last day of each year within the period term. Inventory shall be completed by day end of the agreement/contract annual term anniversary month, on the last day of each year within the period term. The City reserves the right to have a City employee present at the inventory count.

The City's monthly compensation is based on the agreed compensation as detailed in the Agreement.

B. DAILY OPERATIONS

1. Customers must receive a sales receipt at the point of sale (if requested).
2. A numerical accountability shall be established over the point of sales system (merchandise or entrance fee) for all revenue collected. All point of sales including training transactions, voided transactions etc. shall be maintained to account for the continuity of the numerical accountability. A voided transaction should be marked Void and have a zero-dollar entry as the transaction has been voided. A detailed reason is required for any transaction marked VOID. A transaction for training purposes shall be marked for TRAINING and also have the details on the transaction.
3. All sources of revenue from revenue and sales, including sales tax collected shall be recorded through the POS cash register(s) system. In order to provide for full accountability over sales, the full amount of the sale shall be recorded.
4. In addition, the cash register(s) should provide the control capability to separately account for the use of separate operator(s) or product type code key.